



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

May 15, 2009
Subject: **Brunswick**
Federal Project No: HSIP-1632(902)X
State Project No. 016329.02
Amendment No. 1

Dear Sir/Ms:

Make the follow changes to the Bid Documents:

In the Bid Book (pages 5 through 12), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies).

In the Bid Book (page 38), **REMOVE** the "GENERAL NOTES", 1 page undated and **REPLACE** with the attached new "GENERAL NOTES", 1 page undated.

In the Bid Book (page 54), **REMOVE** "Special Provision, Section 107, Prosecution and Progress, (Contract Time) 1 page and **REPLACE** it with the attached new "Special Provision, Section 107, Prosecution and Progress, (Contract Time) 1 page.

The following question has been received:

Question: The 12 nights allotted to complete work may not be enough to complete tensioning of cables. Concrete curing times may come into play. We are waiting on info from Brifen. Would the department consider adding 5 nights to the completion time?

Response: Yes, please see the above changes.

Consider these changes and information prior to submitting your bid on May 20, 2009.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 16329.02, for the Wire Rope Safety Fence in the city of Brunswick, County of Cumberland, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 3, 2009.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: PIN No. **16329.02, for the Wire Rope Safety Fence in the city of Brunswick, County of Cumberland, State of Maine,** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

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The Contractor agrees to complete all Work, except warranty work, on or before **October 3, 2009.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

GENERAL NOTES

1. All waste material not used on the project shall be disposed of off the project in waste areas approved by the Resident
2. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
3. No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.
4. Guardrail which is removed and not reused on the project becomes property of the Contractor. Removal and disposal shall be incidental to the guardrail items.
5. Holes created by Guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment to be considered incidental to the guardrail items.
6. "Undetermined Locations" shall be determined by the Resident.
7. Stations referenced are approximate.
8. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion & Sedimentation Control, February, 2008.
9. ~~Installation instructions for WRSF can be found at the following website;~~
<http://www.brifen.co.uk/filelib/installation.pdf>
9. Contact Brifen USA, Inc. for installation instructions. The contact is Bill Trousdale at toll free 866-427-4336 and visit Brifen's website at www.brifenus.com.

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

- 1. The contractor will be allowed to commence work anytime on or after August 31st, 2009 provided that all required plans/submittals have been received and approved by the MaineDOT.**
- 2. A 24 hour notice will be required for any changes in the work schedule.**
- 3. The completion date for this contract is October 3, 2009.**
- 4. Once operations commence, the Contractor shall have 12 calendar days will be allowed to complete this work, for each day beyond the 12 allotted days or the completion date, the Contractor will be charged liquidated damages as per section 107.7.2.**
- 5. No work will be allowed on the following dates, September 5, 6, or 7, 2009.**
- 6. For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages at the rate of \$500.00 per day.**